

National CAHPS® Benchmarking Database

DATA USE AGREEMENT

1. This Agreement specifies the conditions under which the Executive Research Committee (ERC) of the National CAHPS® Benchmarking Database (NCBD) will approve the release of, and the recipient will obtain and use, the NCBD data file(s) requested.
2. This Agreement is by and between the NCBD Management Committee, acting on behalf of the ERC, and _____, hereinafter termed "Recipient." Any individual signing as a representative of an organization must be cognizant of the fact that he/she is committing the organization to the terms of this Agreement.
3. The parties mutually agree that the following named individual will be designated as "point-of-contact" for this Agreement on behalf of the Recipient organization.

Name of Contact:

Organization:

Street Address:

City/State/ZIP Code:

Phone No.-Including Area Code:

E-Mail Address

4. The parties mutually agree that the following named individual is designated as "custodian" of the file(s) on behalf of the Recipient and will be responsible for observance of all conditions of use and for establishment and maintenance of security arrangements to prevent unauthorized use. The Recipient agrees to notify the NCBD Management Committee within ten (10) days of any changes in custodianship.

_____ Check here if custodian is same as point of contact listed under number 3 above

Please complete if custodian is different from point of contact listed under number 3:

Name of Custodian:

Company/Organization:

Street Address:

City/State/ZIP Code:

Phone No.-Including Area Code:

E-Mail Address

5. The data file(s) being requested will be used solely for the following purpose(s):

A project proposal must be submitted to and approved by the ERC for each purpose. Before the data are used for any other purpose, the Recipient must obtain written approval from the NCBD Management Committee.

6. The Recipient agrees to not disclose, release, reveal, show, sell, rent, lease, loan, or otherwise grant access to the data covered by this Agreement.

7. The following NCBD data file(s) is/are being requested:

File	Year(s)

8. The Recipient agrees that the aforesaid file(s) will be retained until _____, and then either be returned to the NCBD Management Committee at the Recipient's expense or destroyed (with the attached statement certifying this action submitted to the NCBD Management Committee). Data may be returned at any time prior to the end of the retention period. The Recipient agrees that no data, copies, or parts thereof, shall be retained when the aforesaid file(s) are returned or destroyed.

9. The Recipient agrees that appropriate administrative, technical, procedural, and physical safeguards shall be established by the Recipient to protect the confidentiality of the data and to prevent unauthorized use or access to it. The safeguards shall provide a level of security that is at least comparable to the level of security referred to in Office of Management and Budget (OMB) Circular No. A-130, Appendix III--Security of Federal Automated Information Systems which sets forth guidelines for security plans for automated information systems in Federal agencies.

10. The Recipient agrees that authorized representatives of the NCBD Management Committee will, upon request, be granted access to premises where the aforesaid files are kept for the purpose of inspecting security arrangements confirming whether the Recipient is in compliance with the security requirements specified in paragraph 8.

11. The Recipient agrees that no listings or information from individual respondent-level records may be released that might allow an individual respondent to be identified. This provision also includes statistical tabulations or research results in cell sizes small enough to permit identification of individuals.
12. Absent express written authorization from the sponsors, health plans, or provider groups affected, the Recipient agrees that no listings or information from sponsor, health plan, or provider group-specific files may be released that might allow the sponsor, health plans, or provider groups to be identified.
13. Absent express written authorization from the NCBD Management Committee, the Recipient shall make no attempt to link records included in the file(s) with any source of information that might reveal the identity of respondents, plans, provider groups, or sponsors.
14. The Recipient agrees to provide the NCBD Management Committee with copies of all published analyses and research findings based on the data received under this Agreement. The NCBD Management Committee will maintain a public listing of NCBD data recipients and published research findings on the NCBD Web site.
15. The Recipient agrees to include the following statement in the publication, presentation, or dissemination of any analysis conducted with the NCBD data files received under this Agreement:

“The CAHPS® data used in this analysis were provided by the National CAHPS® Benchmarking Database (NCBD). The NCBD is funded by the U.S. Agency for Healthcare Research and Quality and administered by Westat under Contract No. 290-01-0003.”
16. The Recipient agrees that the following Attachments are part of this Agreement:
17. The Recipient agrees that in the event the Recipient makes an unauthorized disclosure of the aforesaid file(s), the NCBD Management Committee may impose any or all of the following administrative measures: (1) require the submission of a corrective action plan formulated to implement steps to be taken to alleviate the possibility of any future unauthorized disclosure; (2) request a formal response to an allegation of an authorized disclosure; (3) require the return of the aforesaid file(s); and/or (4) sanction against further release of NCBD data to the organization/recipient in question.
18. The Recipient hereby attests that the undersigned individual is authorized to enter into this Agreement on their behalf and agrees to all the terms specified herein.

(Organization)

(Name and Title of Individual - Type or Print)

(Signature)

(Date)

19. The Recipient's custodian, as named in paragraph 4, hereby acknowledges his/her appointment a Custodian of the aforesaid file(s) on behalf of the Recipient.

(Type or Print Name of Custodian of File(s))

(Signature) (Date)

20. The NCBD Management Committee hereby attests that the undersigned individual is authorized to enter into this Agreement on behalf of the NCBD Management Committee and agrees to all the terms specified herein.

(Type or Print Name and Title of NCBD Management Committee Representative)

(Signature) (Date)

NCBD Executive Research Committee
Revised February 2006

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CERTIFICATION OF NCBD DATA DISPOSITION

Please complete, sign and return this form as indicated below upon the termination of the period of use of NCBD data file(s) approved by the NCBD Executive Research Committee.

Please check one of the following:

_____ I certify that I have destroyed the NCBD data file(s) approved for my use by the NCBD Executive Research Committee through _____ (indicate date that approval ends).

_____ I am returning the NCBD data file(s) approved for my use by the NCBD Executive Research Committee through _____ (indicate date that approval ends).
I certify that I have retained no data, copies, or parts thereof.

(Organization)

(Name and Title of Individual - Typed or Printed)

(Signature)

(Date)

Please return this form along with any data file(s) you have agreed to return to:

Swati Nadkarni
Westat
RA 1159
1650 Research Boulevard
Rockville, MD 20850

Phone: 301-610-5595
Fax: 301-610-4950
SwatiNadkarni@westat.com